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PATENT
Customer No. 22,852
Attorney Docket No. 08702.0009-01000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
LEONARD et al.) Group Art Unit: 1645
)
Application No.: 09/512,701) Examiner: N. Minnifield
)
Filed: February 25, 2000)
)
For: USE OF IL-12 ANTAGONISTS IN)
THE TREATMENT OF)
RHEUMATOID ARTHRITIS)

Commissioner for Patents
Washington, DC 20231

Sir:

TERMINAL DISCLAIMER

Assignee, Genetics Institute, L.L.C. (formerly Genetics Institute, Inc.) duly organized under the laws of Delaware and having its principal place of business at 87 CambridgePark Drive, Cambridge, MA 02140, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 09/512,701, filed February 25, 2000 for USE OF IL-12 ANTAGONISTS IN THE TREATMENT OF RHEUMATOID ARTHRITIS in the name of Leonard et al., as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 7269, Frames 0793-0797 on December 27, 1994. Assignee, Genetics Institute, L.L.C., further represents that it is the ~~assignee~~ of the entire right, title and interest in and to Application No. 09/512,930, as indicated by assignments duly

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recorded in the United States Patent and Trademark Office at Reel 7269, Frames 0793-0797 on December 27, 1994.

To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Application No. 09/512,930, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

Respectfully submitted,

GENETICS INSTITUTE, L.L.C.

Dated: 3/20/03

By: M. Andrea Ryan
M. Andrea Ryan
Assistant Secretary